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9 IN THE UNITED STATES DISTRICT COURT  
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
11

12 **SANDRA KIRKMAN AND CARLOS**  
13 **ALANIZ, INDIVIDUALLY AND AS**  
14 **SUCCESSORS-IN-INTEREST TO**  
15 **JOHN ALANIZ, DECEASED,**

16 Plaintiffs,

17 v.

18 **STATE OF CALIFORNIA; RAMON**  
19 **SILVA; AND DOES 1-10,**  
20 **INCLUSIVE,**

21 Defendants,

2:23-cv-07532-DMG-SSC

**STIPULATED PROTECTIVE  
ORDER**

Trial Date: Not yet set.  
Action Filed: July 28, 2023

22 **1. INTRODUCTION**

23 1.1 Purposes and Limitations. Discovery in this action is likely  
24 to involve production of confidential, proprietary, or private information  
25 for which special protection from public disclosure and from use for any  
26 purpose other than prosecuting this litigation may be warranted.  
27 Accordingly, the parties hereby stipulate to and petition the court to  
28 enter the following Stipulated Protective Order. The parties  
acknowledge that this Order does not confer blanket protections on all

1 disclosures or responses to discovery and that the protection it affords  
2 from public disclosure and use extends only to the limited information or  
3 items that are entitled to confidential treatment under the applicable  
4 legal principles.

5 1.2 Good Cause Statement. This action is likely to involve  
6 information protected by the Peace Officer Bill of Rights as set forth in  
7 California Government Code sections 832.7 and 832.8 for which special  
8 protection from public disclosure and from use for any purpose other  
9 than prosecution of this action is warranted.

10 Defendants may be producing documents that contain personal  
11 and confidential information regarding individuals which information is  
12 generally unavailable to the public, including peace officer personnel  
13 records. The disclosure of this information to the public may violate  
14 those individuals' privacy rights. Defendants contend that peace officers  
15 have a federal privilege of privacy in their personnel file records: a  
16 reasonable expectation of privacy therein that is underscored, specified,  
17 and arguably heightened by the *Pitchess* protective procedure of  
18 California law. See *Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027,  
19 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist.  
20 LEXIS 14665, \*2-3, 12-13 (E.D. Cal. 2012) (concluding that "while  
21 "[f]ederal law applies to privilege based discovery disputes involving  
22 federal claims," the "state privilege law which is consistent with its  
23 federal equivalent significantly assists in applying [federal] privilege  
24 law to discovery disputes"); Cal. Penal Code §§ 832.7, 832.8; Cal. Evid.  
25 Code §§ 1040-1047. The uncontrolled disclosure of such personnel file  
26 information can threaten the safety of non-party witnesses, officers, and  
27 their families/associates.

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1 Defendants further contend that such personnel file records are  
2 restricted from disclosure by the public entity's custodian of records  
3 pursuant to applicable California law and that uncontrolled release is  
4 likely to result in needless intrusion of officer privacy; impairment in the  
5 collection of third-party witness information and statements and related  
6 legitimate law enforcement investigations/interests.

7 Defendants also contend that, since peace officers do not have the  
8 same rights as other private citizens to avoid giving compelled  
9 statements, it is contrary to the fundamental principles of fairness to  
10 permit uncontrolled release of officers' compelled statements. See  
11 generally *Lybarger v. City of Los Angeles*, 40 Cal.3d 822, 828-830 (1985);  
12 cf. U.S. Const., amend V.

13 Defendants contend that law enforcement agencies have federal  
14 deliberative-executive process privilege, federal official information  
15 privilege, federal law enforcement privilege, and federal attorney-client  
16 privilege (and/or attorney work product protection) interests in the  
17 personnel files of their peace officers – particularly as to those portions  
18 of peace officer personnel files that contain critical self-analysis, internal  
19 deliberation/decision-making or evaluation/analysis, or communications  
20 for the purposes of obtaining or rendering legal advice or analysis –  
21 potentially including but not limited to evaluative/analytical portions of  
22 Internal Affairs type records or reports, evaluative/analytical portions of  
23 supervisory records or reports, and/or reports prepared at the direction  
24 of counsel, or for the purpose of obtaining or rendering legal advice. See  
25 *Sanchez*, 936 F.2d at 1033-1034; *Maricopa Audubon Soc'y v. United*  
26 *States Forest Serv.*, 108 F.3d 1 089, 1092-1095 (9th Cir. 1997); *Kelly v.*  
27 *City of San Jose*, 114 F.R.D. 654, 668-671 (N.D. Cal. 1987); *Admiral Ins.*  
28 *Co. v. United States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988).

1           Additionally, Defendants may be producing reports obtained from  
2 the California Law Enforcement Telecommunications System (CLETS),  
3 which reports are generally unavailable to the public. The disclosure of  
4 this information to the public may jeopardize the security of CLETS, the  
5 effectiveness of law enforcement efforts that rely on CLETS, and the  
6 safety of law enforcement officers using CLETS. Defendants may also be  
7 producing documents concerning confidential internal policies, which  
8 documents are generally unavailable to the public. The disclosure of this  
9 information may jeopardize the security of the State's operations, and  
10 jeopardize the safety of peace officers. In addition, defendants may be  
11 producing investigation reports which are generally unavailable to the  
12 public, the disclosure of which could violate individuals' privacy rights  
13 and jeopardize the safety of officers. Finally, documents related to the  
14 incident at issue in this matter were produced in response to a  
15 California Public Records Act request which may be used in this case.

16           The parties jointly contend that there is typically a particularized  
17 need for protection as to any medical or psychotherapeutic records,  
18 because of the privacy interests at stake. Because of these sensitive  
19 interests, a court order should address these documents rather than a  
20 private agreement between the parties.

21           Accordingly, to expedite the flow of information, to facilitate the  
22 prompt resolution of disputes over confidentiality of discovery materials,  
23 to adequately protect information the parties are entitled to keep  
24 confidential, to ensure that the parties are permitted reasonable  
25 necessary uses of such material in preparation for and in the conduct of  
26 trial, to address their handling at the end of the litigation, and serve the  
27 ends of justice, a protective order for such information is justified in this  
28 matter. It is the intent of the parties that information will not be

1 designated as confidential for tactical reasons and that nothing be so  
2 designated without a good faith belief that it has been maintained in a  
3 confidential, non-public manner, and there is good cause why it should  
4 not be part of the public record of this case.

5 1.3 Acknowledgment of Procedure for Filing Under Seal. The  
6 parties further acknowledge, as set forth in Section 12.3, below, that this  
7 Stipulated Protective Order does not entitle them to file confidential  
8 information under seal; Local Rule 79-5 sets forth the procedures that  
9 must be followed and the standards that will be applied when a party  
10 seeks permission from the court to file material under seal.

11 There is a strong presumption that the public has a right of access  
12 to judicial proceedings and records in civil cases. In connection with  
13 non-dispositive motions, good cause must be shown to support a filing  
14 under seal. *See Kamakana v. City and Cnty. of Honolulu*, 447 F.3d  
15 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd v. Gen. Motors*  
16 *Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v. Sony*  
17 *Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
18 protective orders require good cause showing), and a specific showing of  
19 good cause or compelling reasons with proper evidentiary support and  
20 legal justification, must be made with respect to Protected Material  
21 that a party seeks to file under seal. The parties' mere designation of  
22 Disclosure or Discovery Material as CONFIDENTIAL does not—  
23 without the submission of competent evidence by declaration,  
24 establishing that the material sought to be filed under seal qualifies as  
25 confidential, privileged, or otherwise protectable—constitute good  
26 cause.

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1 Further, if a party requests sealing related to a dispositive motion  
2 or trial, then compelling reasons, not only good cause, for the sealing  
3 must be shown, and the relief sought shall be narrowly tailored to serve  
4 the specific interest to be protected. *See Pintos v. Pac. Creditors Ass'n*,  
5 605 F.3d 665, 677–79 (9th Cir. 2010). For each item or type of  
6 information, document, or thing sought to be filed or introduced under  
7 seal in connection with a dispositive motion or trial, the party seeking  
8 protection must articulate compelling reasons, supported by specific  
9 facts and legal justification, for the requested sealing order. Again,  
10 competent evidence supporting the application to file documents under  
11 seal must be provided by declaration.

12 Any document that is not confidential, privileged, or otherwise  
13 protectable in its entirety will not be filed under seal if the confidential  
14 portions can be redacted. If documents can be redacted, then a  
15 redacted version for public viewing, omitting only the confidential,  
16 privileged, or otherwise protectable portions of the document, shall be  
17 filed. Any application that seeks to file documents under seal in their  
18 entirety should include an explanation of why redaction is not feasible.

## 19 **2. DEFINITIONS**

20 2.1 Action: This pending federal lawsuit, *Sandra Kirkman, et al.*  
21 *v. Officer Ramon Silva, et al.*, United States District Court, Central  
22 District, Case No. 2:23-cv-07532-DMG-SSC.

23 2.2 Challenging Party: a Party or Non-Party that challenges the  
24 designation of information or items under this Order.

25 2.3 “CONFIDENTIAL” Information or Items: information  
26 (regardless of how it is generated, stored or maintained) or tangible  
27 things that qualify for protection under Rule 26(c) of the Federal Rules  
28 of Civil Procedure, and as specified above in the Good Cause Statement.

1           2.4 Counsel: Outside Counsel of Record and House Counsel (as  
2 well as their support staff).

3           2.5 Designating Party: a Party or Non-Party that designates  
4 information or items that it produces in disclosures or in responses to  
5 discovery as “CONFIDENTIAL.”

6           2.6 Disclosure or Discovery Material: all items or information,  
7 regardless of the medium or manner in which it is generated, stored, or  
8 maintained (including, among other things, testimony, transcripts, and  
9 tangible things), that are produced or generated in disclosures or  
10 responses to discovery in this matter.

11           2.7 Expert: a person with specialized knowledge or experience in  
12 a matter pertinent to the litigation who has been retained by a Party or  
13 its counsel to serve as an expert witness or as a consultant in this  
14 Action.

15           2.8 Final Disposition: the later of (1) dismissal of all claims and  
16 defenses in this Action, with or without prejudice; and (2) final judgment  
17 herein after the completion and exhaustion of all appeals, rehearings,  
18 remands, trials, or reviews of this Action, including the time limits for  
19 filing any motions or applications for extension of time pursuant to  
20 applicable law.

21           2.9 In-House Counsel: attorneys who are employees of a party to  
22 this Action. In-House Counsel does not include Outside Counsel of  
23 Record or any other outside counsel.

24           2.10 Non-Party: any natural person, partnership, corporation,  
25 association, or other legal entity not named as a Party to this action.

26           2.11 Outside Counsel of Record: attorneys who are not employees  
27 of a party to this Action but are retained to represent or advise a party  
28 to this Action and have appeared in this Action on behalf of that party or



1 are affiliated with a law firm which has appeared on behalf of that  
2 party, and includes support staff.

3 2.12 Party: any party to this Action, including all of its officers,  
4 directors, employees, consultants, retained experts, and Outside Counsel  
5 of Record (and their support staffs).

6 2.13 Producing Party: a Party or Non-Party that produces  
7 Disclosure or Discovery Material in this Action.

8 2.14 Professional Vendors: persons or entities that provide  
9 litigation- support services (e.g., photocopying, videotaping, translating,  
10 preparing exhibits or demonstrations, and organizing, storing, or  
11 retrieving data in any form or medium) and their employees and  
12 subcontractors.

13 2.15 Protected Material: any Disclosure or Discovery Material  
14 that is designated as “CONFIDENTIAL.”

15 2.16 Receiving Party: a Party that receives Disclosure or  
16 Discovery Material from a Producing Party.

17 **3. SCOPE**

18 The protections conferred by this Stipulation and Order cover not  
19 only Protected Material (as defined above), but also (1) any information  
20 copied or extracted from Protected Material; (2) all copies, excerpts,  
21 summaries, or compilations of Protected Material; and (3) any  
22 testimony, conversations, or presentations by Parties or their Counsel  
23 that might reveal Protected Material.

24 Any use of Protected Material at trial shall be governed by the  
25 orders of the trial judge. This Stipulated Protective Order does not  
26 govern the use of Protected Material at trial.

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1     **4. TRIAL AND DURATION**

2           The terms of this Stipulated Protective Order apply through Final  
3     Disposition of the Action.

4           ONCE A CASE PROCEEDS TO TRIAL, INFORMATION THAT WAS  
5     DESIGNATED AS CONFIDENTIAL OR MAINTAINED PURSUANT TO THIS  
6     STIPULATED PROTECTIVE ORDER AND USED OR INTRODUCED AS AN  
7     EXHIBIT AT TRIAL BECOMES PUBLIC AND WILL BE PRESUMPTIVELY  
8     AVAILABLE TO ALL MEMBERS OF THE PUBLIC, INCLUDING THE PRESS,  
9     UNLESS COMPELLING REASONS SUPPORTED BY SPECIFIC FACTUAL  
10    FINDINGS TO PROCEED OTHERWISE ARE MADE TO THE TRIAL JUDGE IN  
11    ADVANCE OF THE TRIAL. SEE KAMAKANA, 447 F.3D AT 1180–81  
12    (DISTINGUISHING “GOOD CAUSE” SHOWING FOR SEALING DOCUMENTS  
13    PRODUCED IN DISCOVERY FROM “COMPELLING REASONS” STANDARD  
14    WHEN MERITS-RELATED DOCUMENTS ARE PART OF COURT RECORD).  
15    ACCORDINGLY, FOR SUCH MATERIALS, THE TERMS OF THIS STIPULATED  
16    PROTECTIVE ORDER DO NOT EXTEND BEYOND THE COMMENCEMENT OF  
17    THE TRIAL.

18           Even after Final Disposition of this litigation, the confidentiality  
19    obligations imposed by this Stipulated Protective Order shall remain in  
20    effect until a Designating Party agrees otherwise in writing or a court  
21    order otherwise directs.

22    **5. DESIGNATING PROTECTED MATERIAL**

23           5.1   Exercise of Restraint and Care in Designating Material for  
24    Protection. Each Party or Non-Party that designates information or  
25    items for protection under this Order must take care to limit any such  
26    designation to specific material that qualifies under the appropriate  
27    standards. The Designating Party must designate for protection only  
28    those parts of material, documents, items, or oral or written

1 communications that qualify so that other portions of the material,  
2 documents, items, or communications for which protection is not  
3 warranted are not swept unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited.  
5 Designations that are shown to be clearly unjustified or that have been  
6 made for an improper purpose (e.g., to unnecessarily encumber the case  
7 development process or to impose unnecessary expenses and burdens  
8 on other parties) may expose the Designating Party to sanctions.

9 If it comes to a Designating Party's attention that information or  
10 items that it designated for protection do not qualify for protection, that  
11 Designating Party must promptly notify all other Parties that it is  
12 withdrawing the inapplicable designation.

13 **5.2 Manner and Timing of Designations.** Except as otherwise  
14 provided in this Stipulated Protective Order (*see, e.g.*, second paragraph  
15 of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure  
16 or Discovery Material that qualifies for protection under this Stipulated  
17 Protective Order must be clearly so designated before the material is  
18 disclosed or produced.

19 Designation in conformity with this Stipulated Protective Order  
20 requires:

21 (a) for information in documentary form (e.g., paper or  
22 electronic documents, but excluding transcripts of depositions or other  
23 pretrial or trial proceedings), that the Producing Party affix at a  
24 minimum, the legend "CONFIDENTIAL" to each page that contains  
25 protected material. If only a portion or portions of the material on a  
26 page qualifies for protection, the Producing Party also must clearly  
27 identify the protected portion(s) (e.g., by making appropriate markings  
28 in the margins). The Parties shall make best efforts to place the

1 confidentiality legend in the margins of the designated document  
2 whenever possible so as not to obstruct or otherwise impact the  
3 legibility of the document.

4 A Party or Non-Party that makes original documents available for  
5 inspection need not designate them for protection until after the  
6 inspecting Party has indicated which documents it would like copied  
7 and produced. During the inspection and before the designation, all of  
8 the material made available for inspection shall be deemed  
9 CONFIDENTIAL. After the inspecting Party has identified the  
10 documents it wants copied and produced, the Producing Party must  
11 determine which documents, or portions thereof, qualify for protection  
12 under this Stipulated Protective Order. Then, before producing the  
13 specified documents, the Producing Party must affix the  
14 “CONFIDENTIAL” legend to each page that contains Protected  
15 Material. If only a portion or portions of the material on a page  
16 qualifies for protection, the Producing Party also must clearly identify  
17 the protected portion(s) (e.g., by making appropriate markings in the  
18 margins). The Parties shall make best efforts to place the  
19 confidentiality legend in the margins of the designated document  
20 whenever possible so as not to obstruct or otherwise impact the  
21 legibility of the document.

22 (b) for testimony given in depositions that the Designating  
23 Party identify the Disclosure or Discovery Material on the record, before  
24 the close of the deposition all protected testimony.

25 (c) for information produced in some form other than  
26 documentary and for any other tangible items, that the Producing Party  
27 affix in a prominent place on the exterior of the container or containers  
28 in which the information is stored the “CONFIDENTIAL” legend. If

only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Stipulated Protective Order.

## **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq. and with Section 2 of Judge Christensen's Civil Procedures titled "Brief Pre-Discovery Motion Conference."<sup>1</sup>

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to

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<sup>1</sup> Judge Christensen's Procedures are available at <https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 afford the material in question the level of protection to which it is  
2 entitled under the Producing Party's designation until the court  
3 rules on the challenge.

#### 4 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

5 7.1 Basic Principles. A Receiving Party may use Protected  
6 Material that is disclosed or produced by another Party or by a Non-  
7 Party in connection with this Action only for prosecuting, defending, or  
8 attempting to settle this Action. Such Protected Material may be  
9 disclosed only to the categories of persons and under the conditions  
10 described in this Order. When the Action reaches a Final Disposition, a  
11 Receiving Party must comply with the provisions of section 13 below.

12 Protected Material must be stored and maintained by a Receiving  
13 Party at a location and in a secure manner that ensures that access is  
14 limited to the persons authorized under this Stipulated Protective  
15 Order.

#### 16 7.2 Disclosure of "CONFIDENTIAL" Information or Items.

17 Unless otherwise ordered by the court or permitted in writing by the  
18 Designating Party, a Receiving Party may disclose any information or  
19 item designated "CONFIDENTIAL" only:

20 (a) to the Receiving Party's Outside Counsel of Record in this  
21 Action, as well as employees of said Outside Counsel of Record to whom  
22 it is reasonably necessary to disclose the information for this Action;

23 (b) to the officers, directors, and employees (including House  
24 Counsel) of the Receiving Party to whom disclosure is reasonably  
25 necessary for this Action;

26 (c) to Experts (as defined in this Order) of the Receiving Party  
27 to whom disclosure is reasonably necessary for this Action and who  
28 have signed the "Acknowledgment and Agreement to Be Bound"

1 (Exhibit A);

2 (d) to the court and its personnel;

3 (e) to court reporters and their staff;

4 (f) to professional jury or trial consultants, mock jurors, and  
5 Professional Vendors to whom disclosure is reasonably necessary for  
6 this Action and who have signed the “Acknowledgment and Agreement  
7 to Be Bound” (Exhibit A);

8 (g) to the author or recipient of a document containing the  
9 information or a custodian or other person who otherwise possessed or  
10 knew the information;

11 (h) during their depositions, to witnesses, and attorneys for  
12 witnesses, in the Action to whom disclosure is reasonably necessary,  
13 provided: (1) the deposing party requests that the witness sign the  
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) the  
15 witness will not be permitted to keep any confidential information  
16 unless they sign the “Acknowledgment and Agreement to Be Bound”  
17 (Exhibit A), unless otherwise agreed by the Designating Party or  
18 ordered by the court. Pages of transcribed deposition testimony or  
19 exhibits to depositions that reveal Protected Material may be  
20 separately bound by the court reporter and may not be disclosed to  
21 anyone except as permitted under this Stipulated Protective Order; and

22 (i) to any mediator or settlement officer, and their supporting  
23 personnel, mutually agreed upon by any of the parties engaged in  
24 settlement discussions.

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1     **8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
2     **PRODUCED IN OTHER LITIGATION**

3     If a Party is served with a subpoena or a court order issued in  
4     other litigation that compels disclosure of any information or items  
5     designated in this Action as “CONFIDENTIAL,” that Party must:

6             (a) promptly notify in writing the Designating Party. Such  
7     notification shall include a copy of the subpoena or court order;

8             (b) promptly notify in writing the party who caused the  
9     subpoena or order to issue in the other litigation that some or all of the  
10    material covered by the subpoena or order is subject to this Protective  
11    Order. Such notification shall include a copy of this Stipulated  
12    Protective Order; and

13            (c) cooperate with respect to all reasonable procedures sought to  
14    be pursued by the Designating Party whose Protected Material may be  
15    affected.

16            If the Designating Party timely seeks a protective order, the  
17    Party served with the subpoena or court order shall not produce any  
18    information designated in this action as “CONFIDENTIAL” before a  
19    determination by the court from which the subpoena or order issued,  
20    unless the Party has obtained the Designating Party’s permission. The  
21    Designating Party shall bear the burden and expense of seeking  
22    protection in that court of its confidential material and nothing in these  
23    provisions should be construed as authorizing or encouraging a  
24    Receiving Party in this Action to disobey a lawful directive from  
25    another court.

26    **9.     A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO**  
27    **BE PRODUCED IN THIS LITIGATION**

28    9.1   Application. The terms of this Stipulated Protective Order



1 are applicable to information produced by a Non-Party in this Action  
2 and designated as “CONFIDENTIAL.” Such information produced by  
3 Non-Parties in connection with this litigation is protected by the  
4 remedies and relief provided by this Order. Nothing in these provisions  
5 should be construed as prohibiting a Non-Party from seeking additional  
6 protections.

7       9.2 Notification. In the event that a Party is required, by a valid  
8 discovery request, to produce a Non-Party’s confidential information in  
9 its possession, and the Party is subject to an agreement with the Non-  
10 Party not to produce the Non-Party’s confidential information, then the  
11 Party shall:

12           (a) promptly notify in writing the Requesting Party and the  
13 Non-Party that some or all of the information requested is subject to a  
14 confidentiality agreement with a Non-Party;

15           (b) make the information requested available for inspection by  
16 the Non-Party, if requested.

17       9.3 Conditions of Production. If the Non-Party fails to seek a  
18 protective order from this court within 14 days of receiving the notice  
19 and accompanying information, the Receiving Party may produce the  
20 Non-Party’s confidential information responsive to the discovery  
21 request. If the Non-Party timely seeks a protective order, the Receiving  
22 Party shall not produce any information in its possession or control that  
23 is subject to the confidentiality agreement with the Non-Party before a  
24 determination by the court. Absent a court order to the contrary, the  
25 Non-Party shall bear the burden and expense of seeking protection in  
26 this court of its Protected Material.

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1   **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**  
2   **MATERIAL**

3       If a Receiving Party learns that, by inadvertence or otherwise, it  
4   has disclosed Protected Material to any person or in any circumstance  
5   not authorized under this Stipulated Protective Order, the Receiving  
6   Party must immediately (a) notify in writing the Designating Party of  
7   the unauthorized disclosures, (b) use its best efforts to retrieve all  
8   unauthorized copies of the Protected Material, (c) inform the person or  
9   persons to whom unauthorized disclosures were made of all the terms  
10   of this Order, and (d) request such person or persons to execute the  
11   “Acknowledgment and Agreement to Be Bound” (Exhibit A).

12   **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
13   **OTHERWISE PROTECTED MATERIAL**

14       When a Producing Party gives notice to Receiving Parties that  
15   certain inadvertently produced material is subject to a claim of  
16   privilege or other protection, the obligations of the Receiving Parties  
17   are those set forth in Rule 26(b)(5)(B) of the Federal Rules of Civil  
18   Procedure. This provision is not intended to modify whatever  
19   procedure may be established in an e-discovery order that provides for  
20   production without prior privilege review. Pursuant to Rules 502(d)  
21   and (e) of the Federal Rules of Evidence, insofar as the parties reach an  
22   agreement on the effect of disclosure of a communication or information  
23   covered by the attorney-client privilege or work product protection, the  
24   parties may incorporate their agreement in the stipulated protective  
25   order submitted to the court.

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1     **12.   MISCELLANEOUS**

2           12.1 Right to Further Relief. Nothing in this Stipulated  
3 Protective Order abridges the right of any person to seek its  
4 modification by the court in the future.

5           12.2 Right to Assert Other Objections. By stipulating to the  
6 entry of this Stipulated Protective Order no Party waives any right it  
7 otherwise would have to object to disclosing or producing any  
8 information or item on any ground not addressed in this Stipulated  
9 Protective Order. Similarly, no Party waives any right to object on any  
10 ground to use in evidence of any of the material covered by this  
11 Stipulated Protective Order.

12           12.3 Filing Protected Material. A Party that seeks to file under  
13 seal any Protected Material must comply with Local Rule 79-5.  
14 Protected Material may only be filed under seal pursuant to a court  
15 order authorizing the sealing of the specific Protected Material at issue.  
16 If a Party's request to file Protected Material under seal is denied by  
17 the court, then the Receiving Party may file the information in the  
18 public record unless otherwise instructed by the court.

19     **13.   FINAL DISPOSITION**

20           After the Final Disposition of this Action, as defined in paragraph  
21 4, within 60 days of a written request by the Designating Party, each  
22 Receiving Party must return all Protected Material to the Producing  
23 Party or destroy such material. As used in this subdivision, "all  
24 Protected Material" includes all copies, abstracts, compilations,  
25 summaries, and any other format reproducing or capturing any of the  
26 Protected Material. Whether the Protected Material is returned or  
27 destroyed, the Receiving Party must submit a written certification to  
28 the Producing Party (and, if not the same person or entity, to the

1 Designating Party) by the 60 day deadline that (1) identifies (by  
2 category, where appropriate) all the Protected Material that was  
3 returned or destroyed and (2) affirms that the Receiving Party has not  
4 retained any copies, abstracts, compilations, summaries or any other  
5 format reproducing or capturing any of the Protected Material.

6 Notwithstanding this provision, Counsel is entitled to retain an  
7 archival copy of all pleadings, motion papers, trial, deposition, and  
8 hearing transcripts, legal memoranda, correspondence, deposition and  
9 trial exhibits, expert reports, attorney work product, and consultant  
10 and expert work product, even if such materials contain Protected  
11 Material. Any such archival copies that contain or constitute Protected  
12 Material remain subject to this Protective Order as set forth in Section  
13 4.

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1 **14. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished  
3 by any and all appropriate measures including, without limitation,  
4 contempt proceedings and/or monetary sanctions.

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6 DATED: November 3, 2023

/s/ Shannon Leap

7 Dale K. Galipo, Esq.

8 Shannon Leap, Esq.

9 Attorneys for Plaintiffs  
10

11 DATED: November 3, 2023

/s/ Ashley Reyes

13 Ashley N. Reyes, Esq.

14 Attorney for Defendants  
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16 **ATTESTATION CLAUSE**

17 Pursuant to Local Rule 5-4.3.4(a)(2)(i), the ECF filer set forth below,  
18 Ashley Reyes, attests that all other signatories listed, and on whose behalf the filing  
19 is submitted, concur in the filing's content and have authorized the filing.  
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1 Dated: November 3, 2023

Respectfully submitted,

2 ROB BONTA  
3 Attorney General of California  
4 CATHERINE A. WOODBRIDGE  
5 Supervising Deputy Attorney General

6 /s/ Ashley Reyes  
7 ASHLEY REYES  
8 Deputy Attorney General  
9 *Attorneys for Defendants, Officer*  
10 *Ramon Silva and the State of*  
11 *California, acting by and through the*  
12 *California Highway Patrol*

13 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

14 DATED: November 14, 2023

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16 \_\_\_\_\_  
17 STEPHANIE S. CHRISTENSEN  
18 United States Magistrate Judge  
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ **[print or type full name]**, of  
 \_\_\_\_\_ **[print or type full address]**, declare under penalty  
 of perjury that I have read in its entirety and understand the Stipulated  
 Protective Order that was issued by the United States District Court  
 for the Central District of California on **[date]** in the case of Sandra  
 Kirkman, et al. v. Officer Ramon Silva, et al., United States District  
 Court, Central District, Case No. 2:23-cv-07532-DMG-SSC. I agree to  
 comply with and to be bound by all the terms of this Stipulated  
 Protective Order and I understand and acknowledge that failure to so  
 comply could expose me to sanctions and punishment in the nature of  
 contempt. I solemnly promise that I will not disclose in any manner any  
 information or item that is subject to this Stipulated Protective Order to  
 any person or entity except in strict compliance with the provisions of  
 this Order.

I further agree to submit to the jurisdiction of the United States  
 District Court for the Central District of California for the purpose of  
 enforcing the terms of this Stipulated Protective Order, even if such  
 enforcement proceedings occur after termination of this action. I hereby  
 appoint \_\_\_\_\_ **[print or type full name]** of  
 \_\_\_\_\_ **[print or type full address and telephone number]** as  
 my California agent for service of process in connection with this action  
 or any proceedings related to enforcement of this Stipulated Protective  
 Order.



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Date:

City and State where sworn

and signed:

Printed name:

Signature:

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